

JPA / ECS File No.: 05-099
AG Contract No.: KR05-1319TRN
Project No.: U 060-D-205
Project: Maintenance for luminaries
Section: US 60 Old Oak Street in
Claypool & East to Radanovich
Boulevard in Globe
TRACS No.: H6092 02C & D
Budget Source Item No.: 73306

MAINTENANCE AGREEMENT

BETWEEN
THE STATE OF ARIZONA,
CITY OF GLOBE
AND
GILA COUNTY

THIS AGREEMENT is entered into this date April 3, 2006, pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State"), the CITY OF GLOBE, acting by and through its MAYOR and CITY COUNCIL (the "City") and GILA COUNTY, acting by and through its BOARD OF SUPERVISORS (the "County").

I. RECITALS

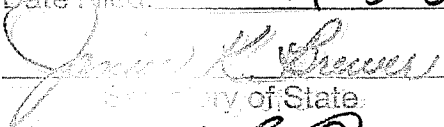
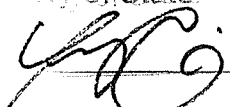
1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.

3. The County is empowered by Arizona Revised Statutes § 11-251 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the County.

4. The State's traffic study has determined street lighting is necessary and will be installed on the south side of US 60 between MP 246± to MP 248±. There will be 46 light poles and luminaries located within this corridor. This will be constructed in conjunction with a planned new APS transmission line pole along the south side of the road. The corridor runs through the City of Globe, and Gila County. The City and the County are in agreement with the State that they will to provide electrical power, and be responsible for the proper maintenance and routine operation of the luminaries, herein after to referred to as the "Project". Upon completion of the Project, the State shall grant separate Blanket Encroachment Permits for both parties, for routine/normal maintenance and emergency maintenance work for the luminaries within the State's right-of-way.

THEREFORE, in consideration of the mutual covenants hereinafter to be kept by all parties, it is agreed as follows:

NO. 28145
Filed with the Secretary of State
Date Filed: 4-3-06

Secretary of State
By: 

II. SCOPE OF WORK

1. State shall:

a. Require the City to maintain a current/yearly Blanket Encroachment Permit for routine/normal maintenance and emergency work, provided by the City, for the luminaries on US 60 between MP 246.46 and MP 247.86, within the State's right-of-way.

b. Require the County to maintain a current/yearly Blanket Encroachment Permit for routine/normal maintenance and emergency work provided by the County for the luminaries on US 60 between MP 246.13 and MP 246.46, within the State's right-of-way.

c. Not be obligated to maintain the luminaries or provide electrical power.

2. The City shall:

a. Obtain an encroachment permit through the Globe's District Office for routine/normal maintenance and emergency work for the luminaries, within the State's right-of-way. Said permit shall be renewed on an annual basis, as stipulated and approved in the permit application on file with the Globe's District Office.

b. Provide the proper maintenance for the luminaries within State's right-of-way between MP 246.46 and MP 247.86 on US 60 and, as an annual item in the City's budget, are responsible for the costs of electrical power to operate the luminaries.

c. Conduct all maintenance work in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Manual of Uniform Traffic Control (MUTCD) adopted by the Arizona Department of Transportation.

2. The County shall:

a. Obtain a Blanket Encroachment Permit through the Globe's District Office for routine/normal maintenance and emergency work for the luminaries, within the State's right-of-way. Said permit shall be renewed on an annual basis, as stipulated and approved in the permit application on file with the Globe's District Office.

b. Provide the proper maintenance for the luminaries within State's right-of-way between MP 246.13 and MP 246.46 on US 60 and, as an annual item in the County's budget, are responsible for the costs of electrical power to operate the luminaries.

c. Conduct all maintenance work in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Manual of Uniform Traffic Control (MUTCD) adopted by the Arizona Department of Transportation's "Uniform Traffic Control Manual".

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effective for five (5) years from filing with the Secretary of State or until completion of said Project, whichever is the first to occur, unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This Agreement will be automatically renewed for successive period of five-years (5) unless the parties give notice in writing to the other not less than one-month (1) nor more than three-months (3) prior to the initial or renewed recorded date. However, any provisions for maintenance provided by the City and County shall be ongoing. It is understood and agreed that, in the event this Agreement is cancelled by the City or County, the State shall in not be responsible for the maintenance or electrical power to operate the luminaries.

2. The parties to this Agreement agree that the State of Arizona shall be indemnified and held harmless by the City and County for the vicarious liability of the State as a result of entering into this Agreement. It is understood and agreed that any damages arising from carrying out in any respect the terms of this Agreement or any modification thereof, shall be solely the liability of the City and County and, to the extent permitted by law, the City and County hereby agree to save, hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees, the City and County, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include, in the event of any action, court costs and expenses of litigation or reasonable attorneys' fees.

3. This Agreement shall become effective upon filing with the Secretary of State.

4. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

5. The provisions of Arizona Revised Statutes § 35-214 are applicable to this Agreement.

6. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

7. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 616E
Phoenix, Arizona 85007
(602) 712-8040
(602) 712-7424 Fax

City of Globe-Manoj Vyas
150 North Pine Street
Globe, Arizona 85501
Phone # 1 928 425-7146 ext 25

Gila County – Steve Sanders
1400 East Ash Street
Globe, Arizona 85501
Phone # 928 425-3231

8. This Agreement is subject to all applicable provisions of the Americans with Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

9. Non-Availability of Funds: Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State or the in the event this provision is exercised as a result of termination under this paragraph.

10. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

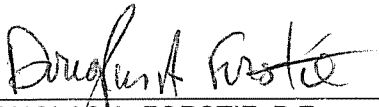
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY OF GLOBE


STATE OF ARIZONA

Department of Transportation

By 
STANLEY M. GIBSON
Mayor


By 
DOUGLAS A. FORSTIE, P.E.
Deputy State Engineer, Operations

GILA COUNTY

By 
JOSE M. SANCHEZ
Chairman of the Board

ATTEST FOR CITY OF GLOBE:

ATTEST FOR GILA COUNTY:

By 
GINA PAUL
Clerk

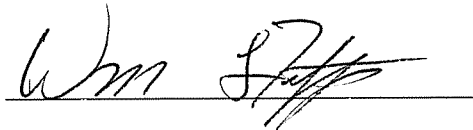
By 
STEVEN L. BESICH
Clerk of the Board

ATTORNEY APPROVAL FORM

FOR THE CITY OF GLOBE

I have reviewed the above referenced intergovernmental agreement between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF GLOBE, an agreement among public agencies, which, has been reviewed pursuant to A.R.S. section 11-951 through 11-954, and declares this agreement to be in proper form and within the powers and authority granted to the CITY under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 13th day of JAN, 2006.



Attorney

CITY OF GLOBE
REGULAR MEETING MINUTES
MUNICIPAL BUILDING 150 NORTH PINE STREET GLOBE, ARIZONA
DECEMBER 19, 2005 6:00 P.M.

The meeting was called to order by Mayor Gibson at 6:00 p.m.

The Invocation was given by Shirley Rittenbach, followed by the Pledge of Allegiance led by Rich Potyka of KRXS Radio.

ROLL CALL

Councilpersons present: Hesketh, Moya, Kieren, Bittner and Lopez
Councilpersons absent: Shipley
Legal Counsel absent: William L. Tifft, City Attorney

CORRESPONDENCE

None.

COUNCIL CONSIDERATIONS

1. REQUEST TO CONSIDER AND POSSIBLY APPROVE THE ACCOUNTS PAYABLE ITEMS FOR THE TWO WEEKS ENDING DECEMBER 15, 2005, AS PRESENTED.

City Manager Vyas asked the Council to include in their motion the payment to Keller Equipment Company in the amount of \$29,176.64.

Vice Mayor Kieren moved to approve the accounts payable items as presented with the addendum to Keller Equipment Company, the total of accounts payable being \$298,275.79. Seconded by Councilman Hesketh.

Motion carried.

2. REQUEST TO CONSIDER AND POSSIBLY APPROVE THE PROPOSED ORDINANCE NUMBER 740, ADOPTING RULES, REGULATIONS, AND RESTRICTIONS RELATED TO SALE OF PRODUCTS CONTAINING EPHEDRINE OR PSEUDOEPHEDRINE WITHIN THE CITY LIMITS, AS PRESENTED.

Chief Mullin presented a power point presentation from the Attorney General's Office regarding the Methamphetamine problem in Arizona and the need to limit the sale of pseudo-ephedrine products and ephedrine products.

Vice Mayor Kieren stated that she received a call from a Globe resident expressing her concern of the meth problem in our area and noticing an odor coming from a manhole in her area.

Chief Mullin answered many questions from the Council regarding the chemical odor and law enforcement limitations through court. He stated the need to educate the children in schools about the dangers of meth. The Governor is trying to get funding into schools to start a campaign against the meth problems.

Manoj Vyas read a caption of Ordinance No. 740. The Council is in receipt of copies of Ordinance No. 740.

Councilman Moya moved to adopt Ordinance No. 740. Seconded by Vice Mayor Kieren.

Motion carried.

3. REQUEST TO CONSIDER AND POSSIBLY SUSPEND THE REGULAR MEETING RULES TO ALLOW THE CITY COUNCIL TO POSSIBLY CONSIDER AND TAKE ACTION ON THE FOLLOWING ITEMS:

Councilman Hesketh moved to suspend the meeting rules. Seconded by Councilman Lopez.

Motion carried.

A. REQUEST TO CONSIDER AND POSSIBLY APPROVE THE PROPOSED INTERGOVERNMENTAL AGREEMENT (JPA 05-099 FOR PROJECT NO. U 060-D-205) AMONG THE STATE OF ARIZONA, CITY OF GLOBE, AND GILA COUNTY; RELATED TO INSTALLATION, POWER PROVISION, AND FUTURE MAINTENANCE OF 46 NEW STREET LIGHTS ALONG THE SOUTHSIDE OF U.S. HIGHWAY 60, BETWEEN MILE POSTS 246.46 AND 247.86, WITHIN THE STATE'S RIGHT-OF-WAY, AS PRESENTED, AND TO AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT ON THE CITY'S BEHALF.

City Manager Vyas stated that the Council is in receipt of a draft IGA with the State of Arizona, Gila County and the City of Globe. He stated that the IGA is for installation, power and maintenance of 46 new streetlights on Hwy 60-70. He asked the Council to approve this IGA and take advantage of the funding appropriated for this project. He stated that we will be responsible for the lights installed within the City limits and the County will be responsible for the lights outside of the City Limits.

Councilman Moya moved to approve the IGA with ADOT and Gila County for the installation of 46 new lights on Hwy 60-70. Seconded by Vice Mayor Kieren.

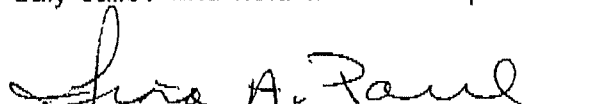
Motion carried.

PRESENTATIONS FROM THE PUBLIC

None.

The meeting adjourned at: 6:40

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the City Council of the City of Globe held on the 19th day of December, 2005. I further certify that the meeting was duly called and held and that a quorum was present.


Gina A. Paul, CMC City Clerk

RESOLUTION

No. 06-03-04

Resolution authorizing the Gila County Board of Supervisors to sign an Intergovernmental Agreement with the City of Globe and the State of Arizona, Department of Transportation, for Arizona Department of Transportation File No. JPA 05-099

WHEREAS, the parties have entered into the above described IGA Intergovernmental Agreement, and,

WHEREAS, the Intergovernmental Agreement requires a resolution of Gila County to authorize execution of the agreement;

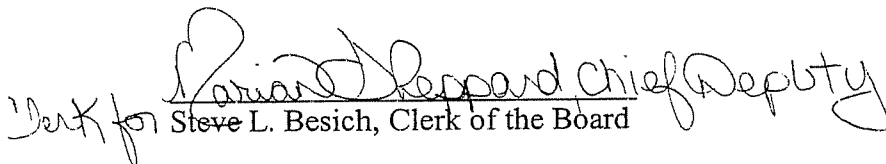
NOW, THEREFORE, BE IT RESOLVED that Gila County Board of Supervisors authorizes the chairman Jose M. Sanchez to execute the Intergovernmental Agreement for Arizona Department of Transportation File No. JPA 05-099 and authorizes him to take all actions to carry out all provisions of the agreement.

PASSED AND ADOPTED this 15th day of March, 2006.

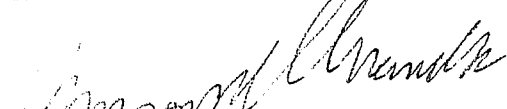
GILA COUNTY BOARD OF SUPERVISORS:


Jose M. Sanchez, Chairman of the Board

ATTEST:


Steve L. Besich, Clerk of the Board

APPROVED AS TO FORM:


Bryan Chambers, 2nd Chief Deputy
Gila County Attorney

ATTORNEY APPROVAL FORM

FOR GILA COUNTY

I have reviewed the above referenced intergovernmental agreement between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the COUNTY OF GILA, an agreement among public agencies, which, has been reviewed pursuant to A.R.S. section 11-951 through 11-954, and declares this agreement to be in proper form and within the powers and authority granted to the COUNTY under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

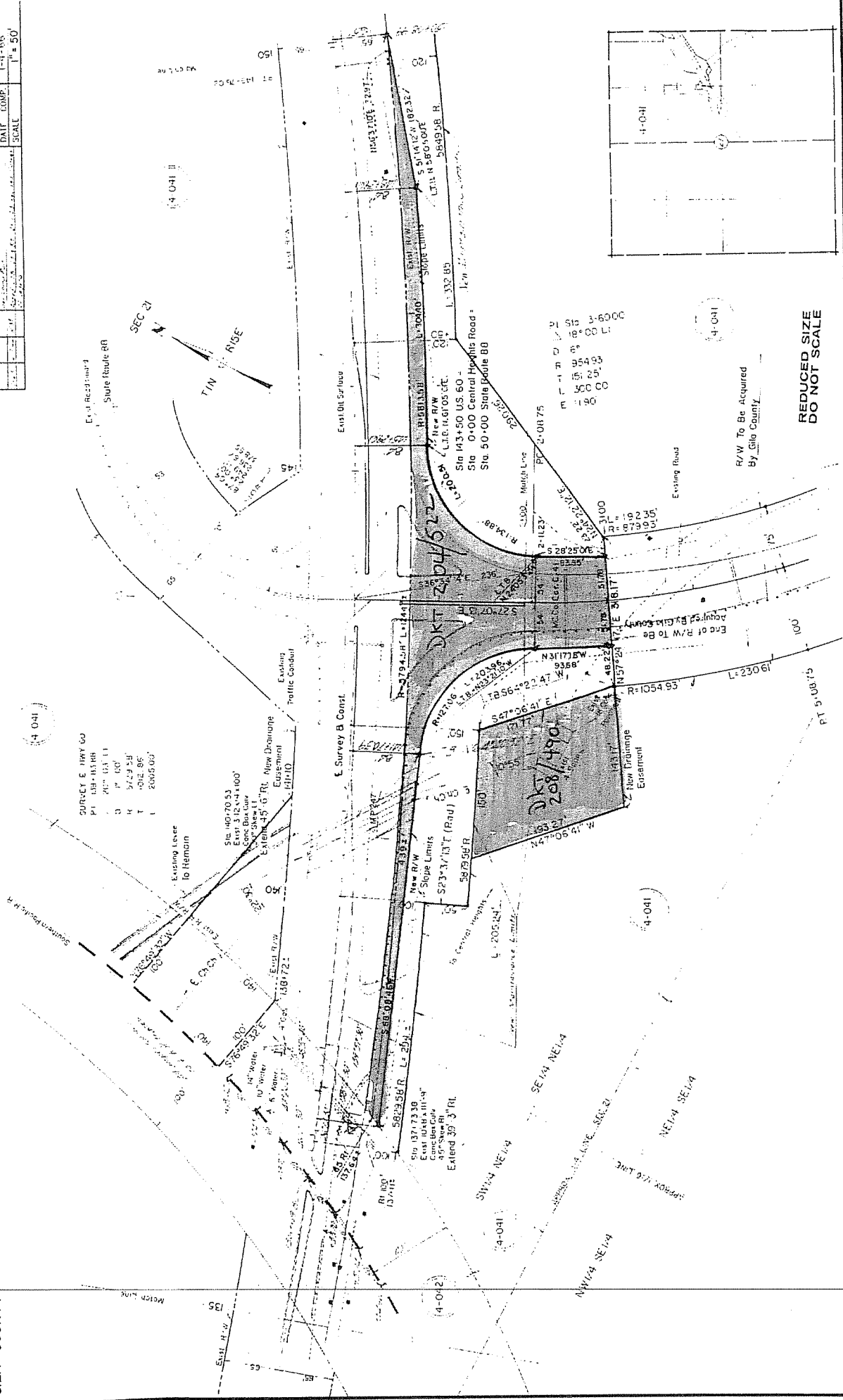
DATED this 1st day of February, 2006.



Attorney

PHOENIX - GLOBE HIGHWAY
JCT. US. 60 - CENTRAL HEIGHTS ROAD
GILA COUNTY

REVISIONS		PROJECT NO.	DATE
NO.	DATE	DESCRIPTION	
1	10-2-64	PROJECT NO. 10-2-64	
2	10-4-64	DRAWING NO. 10-4-64	
3	10-5-64	SHEET NO. 5-37-7	
4	10-7-64	DRAWN BY A. J. McPherson	
5	10-11-64	CHECKED BY J. J. McPherson	
6	10-12-64	DATE COMP. 1-3-66	
7	10-1-66	SCALE 1" = 50'	



REDUCED SIZE
DO NOT SCALE



TERRY GODDARD
Attorney General

OFFICE OF THE ATTORNEY GENERAL
STATE OF ARIZONA

CIVIL DIVISION
TRANSPORTATION SECTION
Writer's Direct Line:
602.542.8855
Facsimile: 602.542.3646
E-mail: Susan Davis@azag.gov

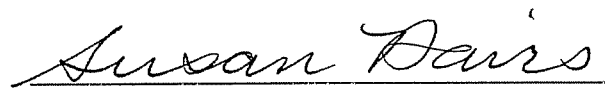
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR05-1319TRN (**JPA 05-099**), a Maintenance Agreement between public agencies, i.e., The State of Arizona, City of Globe and Gila County, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: March 23, 2006

TERRY GODDARD
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:mjf:952826
Attachment